

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BRAYBOURNE SUBDIVISION  
SECTION "T"  
SECTION 32, TOWNSHIP 1 SOUTH, RANGE 5 WEST  
PLAT BOOK 97, PAGES 49-50.

THIS DECLARATION is made this 11<sup>th</sup> day of May, 2006, by  
**Reeves-Williams, LLC**, a Delaware Limited Liability Company, hereinafter referred to as  
"DECLARANT",

WITNESSETH

WHEREAS, the Declarant is the Owner of certain property situated in DeSoto County, Mississippi, being developed by Declarant as Section "T", Braybourne Subdivision, being Lots 451 through 492, inclusive, situated in Section 32, Township 1 South, Range 5 West, DeSoto County, Mississippi, as shown by plat recorded in Plat Book 97, Pages 49-50, in the office of the Chancery Clerk of DeSoto County, Mississippi, and

WHEREAS, Declarant desires to adopt certain Restrictive Covenants as to said lots and to require membership in the Braybourne Homeowners Association, Inc., which is an existing Mississippi non-profit corporation, and

WHEREAS, it is the express intent and purpose of this instrument to subject said properties to the restrictions, covenants and conditions contained in this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the lots contained in Section "T", Braybourne Subdivision, being Lots 451 through 492, inclusive situated in Section 32, Township 1 South, Range 5 West, DeSoto County, Mississippi, as shown by plat recorded in Plat Book 97, Pages 49-50, in said Chancery Clerk's Office shall be held and conveyed subject to the easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which will run with the above real property and be binding upon

Reeves Williams  
(see inside)

all parties having any right, title and interest in the described premises or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof. The Restrictive Covenants for Section "T", Braybourne Subdivision are attached hereto as Exhibit "A".

In addition to the aforementioned Restrictive Covenants, the lots contained in Section "T", Braybourne Subdivision shall be subject to the following covenants, conditions and restrictions relating to Braybourne Homeowner's Association, Inc., a Mississippi Corporation, to-wit:

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to BRAYBOURNE HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

As previously dedicated in Sections "A"-"H", Braybourne Subdivision, and Lot 363, Section "E", Braybourne Subdivision, and all other Common Areas as shown on the Plat in the development that is not dedicated to public use.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 6.** "Declarant" shall mean and refer to Reeves-Williams, L.L.C., a Delaware Limited Liability Company, its successors and assigns.

## ARTICLE II

### PROPERTY RIGHTS

**Section 1. Owner's Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

In the event the Association is dissolved the assets thereto shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

No such dedication, dissolution or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to each dedication, dissolution or transfer has been recorded.

**Section 2.**     **Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

**Section 1.**     Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.**     The Association shall have two classes of voting membership:

**Class A.**     Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect any lot.

**Class B.**     The Class B member(s) shall be the Declarant, its successors and assigns and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a)     when the total votes outstanding in the Class A membership  
          equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2006.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. The annual assessment shall be in the amount as established by the Board of Directors of the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying , in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose. It is expressly understood that all streets located on or in the common area shall be maintained by the Association and not be deemed city streets at any time nor be maintained by the appropriate governing body.

Section 5. Notice and Quorum for an Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies

entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. However, failure to pay said assessments will not constitute a default under any insured mortgage. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by either the Declarant, its assignees, the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants,

reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction hereby contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2.**     **Severability.** In validation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3.**     **Amendments.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by no less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

**Section 4.**     **Annexation.** Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members below.

**Section 5.**     **FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS HEREOF, the undersigned has caused this instrument to be duly executed  
this 11 day of May, 2006.

REEVES-WILLIAMS, LLC  
A Delaware Limited Liability Company

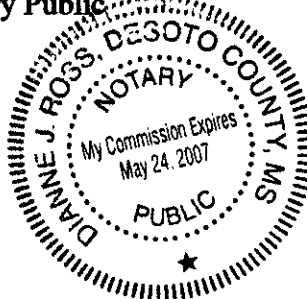
By: *Mike Davis*  
MIKE DAVIS, Vice President of Development

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 11<sup>th</sup> day of May, 2006, within my jurisdiction, the within named Mike Davis, who acknowledged that he is the Vice President of Development of Reeves-Williams, LLC, a Delaware Limited Liability Company, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized to do so.

*Dianne J. Ross*  
Notary Public

My commission expires:  
5-24-07



**PREPARED BY:**  
Reeves-Williams, LLC  
P.O. Box 167  
Southaven, MS 38671  
662-393-4250

## EXHIBIT "A"

## RESTRICTIVE COVENANTS - SECTION "T", BRAYBOURNE SUBDIVISION

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling and a private garage for not more than three cars, and separate detached buildings incidental to such use. Two or more lots may be combined for use as one lot and, in such case, the interior lot lines may be disregarded insofar as side yard easement requirements are concerned. In the event two or more lots are combined to use as a single lot, under one ownership, no part of the combined lots may be sold or conveyed except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be re-subdivided into two or more lots for the purpose of building another dwelling.
2. The front yard setback shall be a minimum of 35 feet from the property line or 45 feet from curb; the minimum side yard set back is 5 feet with the total of side yards being no less than 15 feet; and the minimum rear yard set back is 25 feet.
3. All sewer connections must be approved by Mississippi State Board of Health, water will be from public supply when supplied.
4. All dwellings and other structures on the lots must be in compliance with the requirements of DeSoto County Planning Commission and its successors. All storage buildings must be built on a poured concrete slab and be approved by Declarant or Architectural committee.
5. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. No business of any kind shall be carried on upon any lot or any building on any lot. All lots and houses are to be for residential use only.
6. No structure of a temporary character, such as a trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot temporary or permanently. No garage apartments will be allowed.
7. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste garbage shall not be kept; except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. The heated floor area of all residences shall be a minimum of 1600 square feet. Each residence shall have an enclosed garage that will accommodate a minimum of two vehicles. No cars without current license plate shall be parked outside of an enclosed garage.
10. All gardens must be planted to the rear of any main residence with only landscape materials such as trees, shrubs, and plants allowed in front of the main residence.

11. No wire fences or chain link fence allowed. Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision or the architectural control committee. No fences shall be erected on any portion of any lot between the front of the residence and the street and between the side of the residence and the street on the corner lots. No barbed wire or electric fences will be permitted on any lot in the subdivision. Only wood fences or those approved by the Developer, its assigns or the architectural committee shall be permitted in the subdivision. Provided, however, a permanent no-access fence must be maintained on the east lot line of Lots 451 through 461 of Section I, Braybourne Subdivision.
12. No vehicles, including but not limited to, recreational vehicles, camping trailers, house trailers, produce trailers, boats or any other accessory trailers can be parked or stored on any lot unless same is in the garage, barn or other outbuilding, or to the rear of the main residence. No tractor-trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.
13. No animals, livestock or poultry of any kind shall be kept, bred, or raised on any lot for commercial purposes. If animals, (except hogs, cattle, goats, or poultry) are kept as pets, the proper fencing and shelter must be provided.
14. No underground home will be allowed. No shell or modular house will be permitted to be built in this subdivision regardless of the price or square feet of the house. All houses must be of new construction and no house that is moved from another area will be permitted on a lot except by the permission of the developer.
15. Until such time as Developer or his successor and/or assigns ceases to own a lot within the subdivision the Developer and/or his successor and assigns shall have the right to approve or disapprove all plans for structures that will be built in the subdivision. After the last lot is sold or prior thereto if desired by the Developer and/or his successors or assigns, said responsibility may be delegated to the Board of Directors of the Braybourne Homeowner's Association. All plans must be approved in writing within thirty (30) days from the date the plans are submitted. If the lot owner whose plans are to be approved doesn't receive written approval or disapproval within said thirty (30) day period the plans shall be deemed to be approved and the lot owner may proceed with construction.
16. The construction of any house in the subdivision shall be required to be completed within eighteen (18) months from the date that the construction began.
17. All main roofs on homes shall have a pitch of at least 7/12.
18. All mailboxes will be an approved ornamental type.
19. All homes shall have a minimum of 60% of exterior walls bricked or stuccoed.